

AMENDMENTS TO THE DRAWINGS

Attached Figs. 1-15 replace originally filed Figs. 1-15. Moreover, the attached sheets include changes to Figs. 4-5. In Figs. 4-5, “34a” has been changed to “34” as suggested by the Examiner.

Attachment: Replacement Sheets (8)

REMARKS

This is in response to the Office Action dated March 22, 2005.

With respect to the drawing objection, Figs. 4-5 have been amended by replacing “34a” with “34” as suggested by the Examiner. Moreover, applicant has taken this opportunity to formalize the drawings. Finally, with respect to the drawings, it is respectfully submitted that “cover” in Figs. 4-6 is an appropriate label for a component. There is nothing prohibiting words in patent drawings, for labeling purposes.

The Abstract has also been amended as suggested by the Examiner. A new title has also been provided.

With respect to the Section 112 rejection, claim 1 has been amended to clarify that the sliding window is part of the window assembly in the preamble of the claim. Moreover, it is respectfully submitted that “gap(s)” is clear and definite. For example, Fig. 13 illustrates that bulb seal 24 (or 24’) covers a gap adjacent the edge of the sliding window panel 14. There is nothing unclear or indefinite about claim 1 in this respect. Claim 2 has been amended as suggested by the Examiner per the Section 112 issue raised in the Office Action to clarify that the tracks are those discussed earlier in the claim. Moreover with respect to claim 2, the phrase “and/or” is well-accepted in U.S. practice and has been held to be clear and definite language (it covers both “and” as well as “or”; in other words “and” or “or”). Claim 4 has been amended to recite the combination of the window and the vehicle. In claim 14, “or” is used to refer to alternatives; this is clear from the wording of the claim and the words used. For the above reasons, it is respectfully requested that all Section 112 rejections be withdrawn.

Applicant notes with appreciation the Examiner's indication that claim 5 contains allowable subject matter. Allowable claim 5 has been rewritten in independent form, and is now in condition for allowance.

Claim 1 stands rejected as being allegedly anticipated by Warner. This Section 102(b) rejection is respectfully traversed for at least the following reasons.

Claim 1 requires "an injection molded flexible bulb seal supported by at least the seal carrier, wherein the injection molded bulb seal extends around an entire periphery of the sliding window panel so as to cover gap(s) adjacent the edge of the sliding window panel, and wherein the seal carrier and the bulb seal are made of different materials and are not integrally formed with one another." Warner fails to disclose or suggest these features.

The Office Action contends that a single component in Warner (i.e., an edge seal) is both the flexible bulb seal and the seal carrier called for in claim 1. This contention lacks merit. First, 21, 23 in Warner is not a bulb seal. Second, claim 1 expressly requires that these two elements are made of different materials and not integrally formed, thereby excluding the structure of Warner. Warner is entirely unrelated to the invention of amended claim 1. Citation to other art cannot cure the aforesaid flaws in Warner.

Applicant respectfully traverses the obviousness-type double patenting rejection. Claim 1 requires "an injection molded flexible bulb seal supported by at least the seal carrier, wherein the injection molded bulb seal extends around an entire periphery of the sliding window panel so as to cover gap(s) adjacent the edge of the sliding window panel, and wherein the seal carrier and the bulb seal are made of different materials and are not integrally formed with one another." Case number 10/653,412 fails to claim these features, and Warner fails to disclose these features as discussed above. Thus, even the alleged combination (which would be incorrect in any event)

still would not meet claim 1. Thus, the double-patenting rejection is incorrect and should be withdrawn.

Claim 1 also stands rejected under Section 103(a) as being allegedly unpatentable over Buening (US 5,836,110) in view of Schneider (US 3,129,470). This Section 103(a) rejection is respectfully traversed for at least the following reasons. Claim 1 requires “an injection molded flexible bulb seal supported by at least the seal carrier, wherein the injection molded bulb seal extends around an entire periphery of the sliding window panel so as to cover gap(s) adjacent the edge of the sliding window panel, and wherein the seal carrier and the bulb seal are made of different materials and are not integrally formed with one another.” Blade seal 43 is clearly not a “bulb” seal. Those of skill in the art know what a bulb seal is, and seal 43 in Buening clearly is not a bulb seal. The unsupported allegation in the Office Action in this respect is respectfully traversed. Citation to Schneider cannot cure this flaw in the base reference Buening.

Claim 15 stands rejected under Section 103(a) as being allegedly unpatentable over Wenner (US 5,522,191) in view of Kelly (US 6,103,168). This Section 103(a) rejection is respectfully traversed for at least the following reasons.

Claim 15 requires “at least one of the first and second appliqué includes a main body portion comprising a first polymer based material and an abutting portion comprising a second polymer based material that is softer than the first polymer based material, wherein the abutting portion of the appliqué which comprises the softer material is located at an edge of the appliqué which abuts a corresponding peripheral edge of at least one of the fixed window panels.” For example, Fig. 10 of the instant application illustrates that the abutting portion 52 of the appliqué that comprises the softer material abuts the peripheral edge of window panel 10 (or 12). The cited art fails to disclose or suggest this.

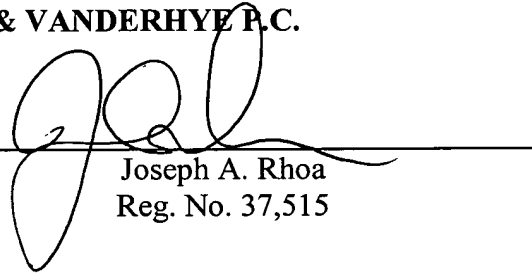
Wenner fails to disclose or suggest the aforesaid quoted features of claim 15. In particular, the alleged abutting portion 18 of Wenner does not abut the peripheral edge of any window panel. Portion 18 of Wenner is a lip that is not meant to abut any peripheral edge of a window panel, and is entirely unrelated to the abutting portion recited in claim 15. Thus, even the alleged combination (which would be incorrect in any event) fails to meet the invention of claim 15.

It is respectfully requested that all rejections be withdrawn. All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

Respectfully submitted,

NIXON & VANDERHYE P.C.

By: _____

A handwritten signature in black ink, appearing to read 'J. Rhoa', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

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